

## Exhibit J

Draft Lease Agreements

Lessee: Commonwealth

Lessor: Successful Offeror

Lease, when Project constructed on  
Commonwealth Property

Lease, when Project constructed on Private  
Property

## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT**, made and entered into between **SUCCESSFUL OFFEROR**, \_\_\_\_\_, "LESSOR"; and the **COMMONWEALTH OF KENTUCKY**, acting by and through Lori H. Flanery, Secretary of the Finance and Administration Cabinet, Room #301, Capitol Annex, Frankfort, KY 40601, the "COMMONWEALTH" or "LESSEE;"

### **WITNESSETH:**

WHEREAS, the Finance and Administration Cabinet has determined that construction under a "built-to-suit" Lease Agreement as authorized by K.R.S. 56.8161 to 56.8179 and 56.820, of a minimum 334,000 square foot office building and potentially, minimum 7,710 gsf laboratory building to be located within the City limits of Frankfort, would promote the public purposes of the Finance and Administration Cabinet, and would otherwise serve the best interests of the Commonwealth of Kentucky; and,

WHEREAS, the Department of Facilities Management submitted to the Secretary of the Finance and Administration Cabinet a request that the Finance and Administration Cabinet advertise for proposals as authorized by K.R.S. 56.8161, et seq., for construction of such a facility within Frankfort's city limits; and,

WHEREAS, the Secretary of Finance, pursuant to K.R.S. 56.8161, approved the request of the Department of Facilities Management and solicited proposals for construction of the needed office and/or laboratory space; and,

WHEREAS, the Governor, pursuant to K.R.S. 56.8161, approved the request of the Department of Facilities Management and the determination of the Secretary of the Finance and Administration Cabinet by Determination and Finding dated \_\_\_\_\_, 2014, whereupon, the Finance and Administration Cabinet advertised for proposals from interested developers; and,

WHEREAS, it was determined upon review of proposals received in response to the request for proposals that the proposal submitted by Lessor was the best proposal received and it was thereupon determined that it should be accepted;

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, it is hereby understood and agreed by and between the Lessor and the Lessee as follows:

This Lease Agreement is entered into between the parties hereto pursuant to K.R.S. 56.820, the provisions of which, in effect on the date hereof, are incorporated herein and made a part of this Lease Agreement by reference. This Lease Agreement is also made and entered into in conformity with of the terms, conditions and stipulations contained in R.F.P. No. 082514, " CONVEYANCE OF COMMONWEALTH LAND\* TO PRIVATE ENTITY TO FINANCE, DESIGN, DEVELOP, CONSTRUCT, MAINTAIN, OPERATE, AND LEASE TO THE COMMONWEALTH AN OFFICE BUILDING ACCOMMODATING 1,300 EMPLOYEES (MINIMUM 334,000 GSF) AND RELATED INFRASTRUCTURE, AT SOWER BOULEVARD, FRANKFORT, KENTUCKY," as amended or supplemented by three amendments thereto, issued by the Department for Facilities Management and Support Services, Finance and Administration Cabinet, Division of Contracting and Administration and Division of Real Properties, incorporated herein by reference, the same as if copied verbatim herein;

1. The Lessor hereby acknowledges that the Lessee has simultaneously herewith delivered a Deed of Conveyance to the following described property, containing 33.998 acres, including improvements thereon, located in Franklin County, Kentucky, to wit:

[Legal Description]

Access to the above described Tract of land is by a Private Access Easement from the East-West Connector (KY Highway 670) to Sower Boulevard, and is described as follows:

**GRANTED PRIVATE ACCESS EASEMENT**

Centerline Description

[Legal Description]

In addition to the above described Private Access Easement, a 100 foot wide Private Access Easement is hereby granted along the entire outside perimeter of the 4.591 Acre Tract hereinabove described and is contiguous to the above described Private Access Easement.

The above described property is shown on the Plat of \_\_\_\_\_ prepared by \_\_\_\_\_, said Plat dated the \_\_\_\_ day of \_\_\_\_\_, 2014, attached hereto and made a part hereof as Exhibit \_\_\_\_.

The property herein conveyed being the same property as that conveyed to the Commonwealth of Kentucky, from the City of Frankfort, Grantor, by Deed dated \_\_\_\_\_, which is recorded in Deed Book 372, Page 613, in the Franklin Clerk's Office, Frankfort, KY. (if constructed on offered state property)

2. As required by the terms and conditions of R.F.P. No. 082514, and as provided by K.R.S. 56.820, the Lessor covenants and agrees that it shall construct these improvements and appurtenant facilities on said tract in strict compliance with the terms of the afore-mentioned R.F.P and Lessor's proposal in response thereto, and hereby leases, lets and demises said improvements and appurtenances to the Lessee for the term as set forth in Paragraph 4 of this Lease Agreement.

3. The initial term of this lease shall commence on the date the building to be constructed on the above described property is accepted for occupancy by the Commonwealth, but not later than thirty (30) days after the Lessor's architect has certified that construction of the building has been completed, and shall extend through the 30th day of June of the second year of the then current fiscal biennium of the Commonwealth of Kentucky. The Lessee shall have successive options to extend the term of the lease for two (2) year periods after expiration of the initial lease term until the lease has been extended for a total of \_\_\_\_\_ years from the effective date, by which time the total cost of erection of the building and appurtenances shall be fully amortized. The options to extend the Lease shall be deemed exercised unless the Lessee gives the Lessor written notice not later than May 1, prior to the expiration of the initial or the then current biennial extension term that the option to extend will not be exercised for the next ensuing biennial period. If the option to extend the Lease is not exercised, Lessee shall be deemed to have exercised its option to purchase the Leased Premises pursuant to Section 5.

4. The Lessor hereby grants to the Lessee an option to purchase the Leased Premises at the expiration of the initial or any subsequent extension term for a price which shall be the balance of the total cost of erection of the building and appurtenances not amortized by the payments of rent previously made by the Lessee (for purposes of clarification, such price is set forth in the amortization schedule, attached hereto and made a part hereof as Exhibit A, under the heading "Early Buy-out Option" for the corresponding month that such option is exercised). Such option must be exercised, if at all, on or before May 1 of the year in which the initial or then current

biennial term is set to expire. In the event of the exercise of the option to purchase, or in the event that the lease is extended for the full number of years contemplated by and provided for in Paragraph 4, the Lessor shall convey the Leased Premises to the Lessee in fee simple with covenant of general warranty of title, free of any liens or encumbrances arising since the date that Lessor acquired the Leased Premises from Lessee.

5. Subject to the provisions in Paragraph 4, above, the Lessee agrees to pay annual rent for the Leased Premises during the period commencing with the effective date of this Lease Agreement, through June 30, 20\_\_\_\_, of \$\_\_\_\_\_ per square foot, or \$\_\_\_\_\_ annually including amortization cost for long-term financing. The \$\_\_\_\_\_ shall be the "Total Annual Lease Cost" during such period or periods. The rent shall be paid in advance in monthly installments and shall be sent by United States Mail, first class postage paid, in time to reach the Lessor at its above mailing address not later than the 15th day of each month after the commencement of the initial lease term.

6. The Lessor shall not be authorized to convey the Leased Premises to a third party except with the written consent of the Commissioner of the Department of Facilities Management and the Secretary of the Finance and Administration Cabinet. Such consent shall not be required, however, in the case of a mortgage of the property by the Lessor for the purpose of obtaining financing for construction of the improvements; provided, that any such mortgage shall contain a provision authorizing the Commonwealth to pay off the mortgage or otherwise cure the Lessor's default in its performance of the terms and conditions of any mortgage. In connection with any such

mortgage, Lessee shall execute a Subordination, Non-Disturbance and Attornment Agreement in the form previously provided to Lessee by Lessor's lender.

7. The Lessee shall maintain the Leased Premises in good repair and tenantable condition, for the life of this Lease Agreement, except during the first year warranty period and for manufacturer warranty items. Other than the items of equipment under warranty and for the casualty insurance required to be maintained and paid for by Lessor pursuant to Section 9, Lessee shall pay all costs and expenses associated with the Leased Premises, including, without limitation, all maintenance and utilities.

8. The Lessor shall keep the Leased Premises insured for its full insurable value against damage or destruction by fire, windstorm, earthquake or other casualty through a solvent insurance company authorized to do business in Kentucky. All such insurance coverage shall name the Commonwealth as additional insured. If the Leased Premises are partially destroyed or damaged by fire or other casualty rendering not more than twenty five percent (25%) of the Leased Premises either untenable or undesirable for habitation by the Lessee or its sub-lessees, Lessee may suspend this Lease by giving written notice to the Lessor within 15 days after such partial destruction or damage, and, if so suspended, no rent shall accrue to the Lessor after the date of such partial destruction or damage until after such damage is repaired and Leased Premises are considered tenantable by the Commonwealth. If the Leased Premises are destroyed or damaged by fire or other casualty rendering more than twenty five percent (25%) of the Leased Premises either untenable or undesirable for habitation by the Lessee or its sub-lessees, Lessee may terminate this Lease by giving written

notice to the Lessor within 15 days after such destruction or damage, and, if so terminated, no rent shall accrue to the Lessor after the date of such termination. Upon such termination, Lessee shall exercise its option to purchase the Leased Premises and shall pay to Lessor the purchase price calculated in accordance with Section 5; provided, that any proceeds payable under Lessor's casualty insurance policy shall be paid to Lessor and credited against the purchase price; provided, further, that if the proceeds payable under Lessor's casualty insurance policy exceed the purchase price, Lessee shall be entitled to retain such excess. Lessee shall maintain and pay for liability insurance with respect to the Leased Premises in amounts customary for Lessee's activities conducted thereon. All such insurance coverage shall name Lessor as additional insured.

9. The Lessor acknowledges that the above-described real estate may be assessed for Ad Valorem taxes and that the Lessee shall be liable for and pay the same when due, provided, that the Lessor or Lessee may contest any assessment in the manner provided by law.

10. The Lessor agrees that it shall commence construction of the improvements with delivery of this Lease Agreement by the Lessee. The Lessee agrees to an extension of time to commence construction where the cause for delay is beyond the control of the Lessor. After beginning construction, the Lessor will diligently prosecute construction of the building to completion according to the requirements of R.F.P. No. 082514, and the construction schedule associated therewith. The rights and duties of the Lessor and Lessee with respect to construction of the improvements,



including provisions addressing liquidated damages should the construction schedule not be met, shall be governed by R.F.P. No. 082514.

11. It is the intention of the parties hereto that this Lease Agreement shall not supersede, but shall be complementary to the terms and conditions of R.F.P. No. 082514, and this Lease Agreement shall be read in conjunction with such R.F.P. In the event of a conflict between a provision of this Lease Agreement and a provision of the R.F.P., this Lease Agreement shall prevail. If any provision of this Lease Agreement shall be held by a Court of competent jurisdiction to conflict with or be invalid under any statute or principle of law in effect in this Commonwealth, such Lease provision shall be construed so as to harmonize with the requirements of the statute or principle of law if it is possible to do so, but if that cannot be done, the invalidity of such provision shall not affect the remainder of this Lease Agreement and this Lease Agreement shall be construed and enforced as if it did not contain such provision.

12. Notices by the Lessor to the Lessee, and by the Lessee to the Lessor, shall be delivered by the means set forth in the R.F.P. Notices to the Lessor shall be addressed to OFFEROR, at the address shown above, or to such other mailing address as the Lessor may hereafter indicate in writing. Notices to the Lessee shall be addressed to the Secretary, Finance and Administration Cabinet, Commonwealth of Kentucky, Room 383 Capitol Annex Building, Frankfort, Kentucky 40601.

14. If the Lessor materially defaults in the provisions of this Lease Agreement and does not cure the same within sixty (60) days written notice from Lessee, the Lessee may at any time after the expiration of such sixty (60) day period and while such default continues, upon thirty (30) days written notice delivered to the Lessor, declare

the term of this Lease Agreement ended and enter into possession of the Leased Premises. Upon such instance of default and termination of the Lease Agreement, the Lessor shall peacefully surrender possession and execute a General Warranty Deed to the Leased Premises in favor of the Lessee.

15. The Lessor, the contractor, as that term is defined in K.R.S 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information that would otherwise be subject to public release if a state government agency were providing the service.

16. The parties hereby acknowledge that Lessee has the right to terminate this Lease Agreement upon thirty (30) days written notice pursuant to the provisions contained in K.R.S. 56.806(6). The parties acknowledge that this right is in addition to Lessee's right to purchase the Leased Premises pursuant to Section 5. In the event the

Lessee exercises its rights under K.R.S. 56.806(6), it shall pay to the Lessor the purchase price calculated in accordance with Section 5. The parties further acknowledge that this Lease Agreement is not subject to K.R.S 56.806(4) or (5).

IN TESTIMONY WHEREOF, the Lessor and the Lessee have subscribed hereto for convenience as of the date hereinbefore set forth but actually on the dates shown in the notary's acknowledgement of their respective signatures.

LESSOR:

SUCCESSFUL OFFEROR

\_\_\_\_\_  
By:

COMMONWEALTH OF KENTUCKY

COUNTY OF \_\_\_\_\_

I, the undersigned, certify that the foregoing Lease Agreement, was produced before me in my said County and State and duly acknowledged and sworn to by \_\_\_\_\_, as Lessor, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE, KY

REVIEWED AS TO FORM &  
LEGALITY AND  
Prepared by:

LESSEE:  
  
APPROVED:

\_\_\_\_\_  
Patrick McGee, Attorney  
Finance & Administration Cabinet  
Room 392, Capitol Annex  
702 Capitol Avenue  
Frankfort, Kentucky 40601  
502-564-6660

\_\_\_\_\_  
Lori H. Flanery, Secretary  
Finance & Administration Cabinet

COMMONWEALTH OF KENTUCKY  
  
COUNTY OF FRANKLIN

I, the undersigned, certify that the foregoing Lease Agreement, was produced before me in my said County and State and duly acknowledged and sworn to by Lori H. Flanery, Secretary of the Finance and Administration Cabinet, as Lessee, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE, KY

EXAMINED:  
Counsel to Governor:

APPROVED:  
COMMONWEALTH OF KENTUCKY:

\_\_\_\_\_  
STEVEN L. BESHEAR, GOVERNOR

## LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into between SUCCESSFUL OFFEROR, \_\_\_\_\_, "LESSOR"; and the COMMONWEALTH OF KENTUCKY, acting by and through Lori H. Flanery, Secretary of the Finance and Administration Cabinet, Room #301, Capitol Annex, Frankfort, KY 40601, the "COMMONWEALTH" or "LESSEE;"

### WITNESSETH:

WHEREAS, the Finance and Administration Cabinet has determined that construction under a "built-to-suit" Lease-Purchase Agreement, as authorized by K.R.S. 56.8035, 56.8161 to 56.8179 and 56.820, of a minimum 334,000 square foot office building and potentially, a minimum 7,710 gsf laboratory building to be located within the city limits of Frankfort, Kentucky, would promote the public purposes of the Finance and Administration Cabinet, and would otherwise serve the best interests of the Commonwealth of Kentucky; and,

WHEREAS, the Department of Facilities Management submitted to the Secretary of the Finance and Administration Cabinet a request that the Finance and Administration Cabinet advertise for proposals as authorized by K.R.S. 56.8161, et seq., for construction of such a facility within Frankfort's city limits; and,

WHEREAS, the Secretary of Finance, pursuant to K.R.S. 56.8161, approved the request of the Department of Facilities Management and solicited proposals for construction of the needed office and/or laboratory space; and,

WHEREAS, the Governor, pursuant to K.R.S. 56.8161, approved the request of the Department of Facilities Management and the determination of the Secretary of the Finance and Administration Cabinet by Determination and Finding dated \_\_\_\_\_, 2014,

whereupon, the Finance and Administration Cabinet advertised for proposals from interested developers; and,

WHEREAS, it was determined upon review of the proposals received in response to the request for proposals that the proposal submitted by Lessor was the best proposal received and it was thereupon determined that it should be accepted;

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is hereby understood and agreed by and between the Lessor and the Lessee as follows:

This Lease Agreement is entered into between the parties hereto pursuant to K.R.S. 56.8035 and 56.8161 to 56.820, the provisions of which, in effect on the date hereof, are incorporated herein and made a part of this Lease Agreement by reference. This Lease Agreement is also made and entered into in conformity with of the terms, conditions and stipulations contained in R.F.P. No. 082514 - " CONVEYANCE OF COMMONWEALTH LAND\* TO PRIVATE ENTITY TO FINANCE, DESIGN, DEVELOP, CONSTRUCT, MAINTAIN, OPERATE, AND LEASE TO THE COMMONWEALTH AN OFFICE BUILDING ACCOMMODATING 1,300 EMPLOYEES (MINIMUM 334,000 GSF) AND RELATED INFRASTRUCTURE, AT SOWER BOULEVARD, FRANKFORT, KENTUCKY," as amended or supplemented by \_\_\_\_ amendments thereto, issued by the Department for Facilities Management and Support Services, Finance and Administration Cabinet, Division of Contracting and Administration and Division of Real Properties, incorporated herein by reference, the same as if copied verbatim herein;

1. The Lessor hereby leases to the Lessee, and further grants an option to purchase, the following described property, containing \_\_\_\_\_ acres, including improvements thereon, located in Frankfort, Franklin County, Kentucky, to wit ("the Leased Premises"):

[Legal Description]

OFFEROR'S PROPERTY DESCRIPTION

Access to the above described Tract of land is by a \_\_\_\_\_ and is described as follows:

**GRANTED PRIVATE ACCESS EASEMENT**

Centerline Description

[Legal Description]

The above described property is shown on the Plat of \_\_\_\_\_ prepared by \_\_\_\_\_, said Plat dated the \_\_\_\_ day of \_\_\_\_\_, 2014, attached hereto and made a part hereof as Exhibit \_\_\_\_.

The property herein conveyed being the same property as that conveyed to the Lessor, from \_\_\_\_\_, Grantor, by Deed dated \_\_\_\_\_, which is recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, in the Franklin Clerk's Office, Frankfort, KY.

2. The Lessor covenants and agrees that it shall construct an office building and appurtenant facilities on the Leased Premises in strict compliance with the terms of the R.F.P 082514, and Lessor's proposal in response thereto, and hereby leases, lets and demises said office building and appurtenances to the Lessee for the term as set forth in Paragraph 4 of this Lease Agreement.

3. The initial term of this lease shall commence on the date the building to be constructed on the Leased Premises is accepted for occupancy by the Commonwealth of Kentucky, but not later than thirty (30) days after the Lessor's architect has certified that

construction of the building has been completed, and shall extend through the 30th day of June of the second year of the then current fiscal biennium of the Commonwealth of Kentucky. The Lessee shall have successive options to extend the term of the lease for two (2) year periods after expiration of the initial lease term until the lease has been extended for a total of \_\_\_\_\_ years from the effective date, by which time the total cost of erection of the building and appurtenances shall be fully amortized. The options to extend the Lease shall be deemed exercised unless the Lessee gives the Lessor written notice not later than May 1, prior to the expiration of the initial or the then current biennial extension term that the option to extend will not be exercised for the next ensuing biennial period. If the option to extend the Lease is not exercised, Lessee shall be deemed to have exercised its option to purchase the Leased Premises pursuant to Section 5.

4. The Lessor hereby grants to the Lessee an option to purchase the Leased Premises at the expiration of the initial or any subsequent extension term for a price which shall be the balance of the total cost of erection of the building and appurtenances not amortized by the payments of rent previously made by the Lessee (for purposes of clarification, such price is set forth in the amortization schedule, attached hereto and made a part hereof as Exhibit A, under the heading "Early Buy-out Option" for the corresponding month that such option is exercised). Such option must be exercised, if at all, on or before May 1 of the year in which the initial or then current biennial term is set to expire. In the event of the exercise of the option to purchase, or in the event that the lease is extended for the full number of years contemplated by and provided for in Paragraph 4, the Lessor shall convey the Leased Premises, including all improvements, to the Lessee in fee simple with covenant of general warranty of title, free of any liens or encumbrances.

5. Subject to the provisions in Paragraph 4, above, the Lessee agrees to pay annual rent for the Leased Premises during the period commencing with the effective date



of this Lease Agreement, through June 30, 20\_\_\_\_, of \$\_\_\_\_\_ per square foot, or \$\_\_\_\_\_ annually including amortization cost for long-term financing. The \$\_\_\_\_\_ shall be the "Total Annual Lease Cost" during such period or periods. The rent shall be paid in advance in monthly installments and shall be sent by United States Mail, first class postage paid, in time to reach the Lessor at its above mailing address not later than the 15th day of each month after the commencement of the initial lease term.

6. The Lessor shall not be authorized to convey the Leased Premises to a third party except with the written consent of the Secretary of the Finance and Administration Cabinet. Such consent shall not be required, however, in the case of a mortgage of the property by the Lessor for the purpose of obtaining financing for construction of the office building/laboratory building; provided, that any such mortgage shall contain a provision authorizing the Commonwealth to exercise its option to purchase granted herein and pay off the mortgage or otherwise cure the Lessor's default in its performance of the terms and conditions of any mortgage.

7. The Lessee shall maintain the Leased Premises in good repair and tenantable condition, for the life of this Lease Agreement, except during the first year warranty period and for manufacturer warranty items. Other than the items of equipment under warranty and for the casualty insurance required to be maintained and paid for by Lessor pursuant to Section 9, Lessee shall pay all costs and expenses associated with the leased premises, including, without limitation, all maintenance and utilities.

8. The Lessor shall keep the Leased Premises insured for its full insurable value against damage or destruction by fire, windstorm, earthquake or other casualty through a solvent insurance company authorized to do business in Kentucky. All such insurance coverage shall name the Commonwealth as additional insured. If the Leased Premises is partially destroyed or damaged by fire or other casualty rendering not more than twenty five

percent (25%) of the premises either untenable or undesirable for habitation by the Lessee, Lessee may suspend this Lease Agreement by giving written notice to the Lessor within 15 days after such partial destruction or damage, and, if so suspended, no rent shall accrue to the Lessor after the date of such partial destruction or damage until after such damage is repaired and premises are considered tenantable by the Commonwealth. If the Leased Premises is destroyed or damaged by fire or other casualty rendering more than twenty five percent (25%) of the premises either untenable or undesirable for habitation by the Lessee, Lessee may terminate this Lease by giving written notice to the Lessor within 15 days after such destruction or damage, and, if so terminated, no rent shall accrue to the Lessor after the date of such termination. Upon such termination, Lessee shall exercise its option to purchase the Leased Premises and shall pay to Lessor the purchase price calculated in accordance with Section 5; provided, that any proceeds payable under Lessor's casualty insurance policy shall be paid to Lessor and credited against the purchase price; provided, further, that if the proceeds payable under Lessor's casualty insurance policy exceed the purchase price, Lessee shall be entitled to retain such excess. Lessee shall maintain and pay for liability insurance with respect to the Leased Premises in amounts customary for Lessee's activities conducted thereon. All such insurance coverage shall name Lessor as additional insured.

9. The Lessor agrees that it shall commence construction of the improvements with delivery of this Lease Agreement by the Lessee. The Lessee agrees to an extension of time to commence construction where the cause for delay is beyond the control of the Lessor. After beginning construction, the Lessor will diligently prosecute construction of the building to completion according to the requirements of R.F.P. No. 082514, and the construction schedule associated therewith. The rights and duties of the Lessor and Lessee with respect to construction of the improvements, including provisions addressing liquidated

damages should the construction schedule not be met, shall be governed by R.F.P. No. 072514.

10. It is the intention of the parties hereto that this Lease Agreement shall not supersede, but shall be complementary to the terms and conditions of R.F.P. No. 082514, and this Lease Agreement shall be read in conjunction with such R.F.P. In the event of a conflict between a provision of this Lease Agreement and a provision of the R.F.P., this Lease Agreement shall prevail. If any provision of this Lease Agreement shall be held by a Court of competent jurisdiction to conflict with or be invalid under any statute or principle of law in effect in this Commonwealth, such Lease provision shall be construed so as to be in harmony with the requirements of the statute or principle of law if it is possible to do so, but if that cannot be done, the invalidity of such provision shall not affect the remainder of this Lease Agreement and this Lease Agreement shall be construed and enforced as if it did not contain such provision.

11. Notices by the Lessor to the Lessee, and by the Lessee to the Lessor, shall be delivered by the means set forth in the R.F.P. Notices to the Lessor shall be addressed to Offeror, at the address shown above, or to such other mailing address as the Lessor may hereafter indicate in writing. Notices to the Lessee shall be addressed to the Secretary, Finance and Administration Cabinet, Commonwealth of Kentucky, Room 383 Capitol Annex Building, Frankfort, Kentucky 40601.

12 If the Lessor materially defaults in the provisions of this Lease Agreement and does not cure the same within sixty (60) days written notice from Lessee, the Lessee may at any time after the expiration of such sixty (60) day period and while such default continues, upon thirty (30) days written notice delivered to the Lessor, declare the term of this Lease Agreement ended and enter into possession of the Leased Premises. Upon such instance of default and termination of the Lease Agreement, the provisions of Paragraph No. 4

herein shall take effect and the Lessor shall peacefully surrender possession and execute a General Warranty Deed of the Leased Premises to the Lessee.

13. The Lessor, the contractor, as that term is defined in K.R.S 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information that would otherwise be subject to public release if a state government agency were providing the service.

14. The parties hereby acknowledge that Lessee has the right to terminate this Lease Agreement upon thirty (30) days written notice pursuant to the provisions contained in K.R.S. 56.806(6). The parties acknowledge that this right is in addition to Lessee's right to purchase the leased premises pursuant to Paragraph No. 4 herein. In the event the Lessee exercises its rights under K.R.S. 56.806(6), it shall pay to the Lessor the purchase price calculated in accordance with Paragraph No. 4 herein.

IN TESTIMONY WHEREOF, the Lessor and the Lessee have subscribed their names hereto with this Lease Agreement to be effective upon the date shown in the Notary Certificate of the last party to execute same.

LESSOR:

SUCCESSFUL OFFEROR

By: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY

COUNTY OF \_\_\_\_\_

I, the undersigned, certify that the foregoing Lease Agreement, was produced before me in my said County and State and duly acknowledged and sworn to by \_\_\_\_\_, as Lessor, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE, KY

APPROVED AS TO FORM &  
LEGALITY AND  
Prepared by:

LESSEE:  
  
APPROVED:

APPROVED AS TO FORM &  
LEGALITY AND  
Prepared by:

LESSEE:  
  
APPROVED:

\_\_\_\_\_  
Patrick McGee, Attorney  
Finance & Administration Cabinet  
Room 392, Capitol Annex  
702 Capitol Avenue  
Frankfort, Kentucky 40601  
502-564-6660

\_\_\_\_\_  
Lori H. Flanery, Secretary  
Finance & Administration Cabinet

COMMONWEALTH OF KENTUCKY

COUNTY OF FRANKLIN

I, the undersigned, certify that the foregoing Lease Agreement, was produced before me in my said County and State and duly acknowledged and sworn to by Lori H. Flanery, Secretary of the Finance and Administration Cabinet, as Lessee, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE, KY

EXAMINED:  
Counsel to Governor:

APPROVED:  
COMMONWEALTH OF KENTUCKY:

\_\_\_\_\_  
STEVEN L. BESHEAR, GOVERNOR

## Exhibit K

Source Deed of Conveyance between  
City of Frankfort (Grantor) and  
Commonwealth of KY (Grantee)  
Sower Boulevard Property

## DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE, made and entered into by and between the CITY OF FRANKFORT, Frankfort, Kentucky, acting by and through its Mayor, Houston Wells, whose mailing address is 315 West Second Street, Frankfort, Kentucky 40601, hereinafter referred to as "the Grantor" and the COMMONWEALTH OF KENTUCKY, for the use and benefit of the Finance and Administration Cabinet, whose mailing address is Room 301, Capitol Annex Building, Frankfort, Kentucky 40601, hereinafter referred to as "the Grantee."

## WITNESSETH:

That for and in consideration of the FIVE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$575,000.00), cash in hand, the sufficiency of which is hereby acknowledged, the Grantor has bargained and sold and does hereby grant and convey to the Grantee, its successors and assigns in fee simple, a tract of land containing 44.379 acres, situated in Franklin County, Kentucky, said tract being more particularly described as follows:

A tract of land located in Franklin County, Kentucky, South of the East-West Connector in the Frankfort Research and Office Park being designated as Lot #4.

Beginning at a monument in the West property line approximately 1175 feet South of the South East-West Connector Right of Way, said point being common corner of Lot #1 of the Frankfort Research and Office Park and in the property line at East-West Connector, Inc.; thence with Lot #1 North 88 degrees 37 minutes 29 seconds East, 955.33 feet, to a monument being in the West Right of Way line of Sower Boulevard; thence North 88 degrees 37 minutes 29 seconds East, 100.0 feet, to a point in the East Right-of-Way line of Sower Boulevard, said point also being the South West corner of Lot #3; thence with the property line of Lot #3 South 72 degrees 49 minutes 14 seconds East, 717.86 feet, to a point in the property line of Lot #5; said point also being the property corner of Lot #3; thence with Lot #5 South 5 degrees 19 minutes 30 seconds West, 1334.71 feet, to a point on the bluff above Trumbo Bottom; thence meandering with the most pronounced rock out cropping approximately 50 feet below the crest of the hill the following calls: North 63 degrees 55 minutes 51 seconds West, 44.09 feet; North 25 degrees 42 minutes 16 seconds West, 30.23 feet; North 63 degrees 27 minutes 53 seconds West, 356.07 feet; North 56 degrees 02 minutes 25 seconds West, 188.72 feet; North 70 degrees 02 minutes 03 seconds West, 44.92 feet; North 45 degrees 50 minutes 28 seconds West, 112.60 feet; North 78 degrees 30 minutes 59 seconds West,

FILED

APR 13 10 34 AM '91

DONALD C. HULETTE

I, DONALD C. HULETTE, CLERK OF THE FRANKLIN COUNTY COURT DO CERTIFY THAT  
 WAS COLLECTED AS TAX ON THIS DEED.

DC  
 DONALD C. HULETTE BY *[Signature]*



123.38 feet; North 56 degrees 55 minutes 03 seconds West, 50.83 feet; South 82 degrees 13 minutes 49 seconds West, 78.67 feet; North 72 degrees 00 minutes 25 seconds West, 43.55 feet; North 60 degrees 41 minutes 36 seconds West, 133.57 feet; South 79 degrees 50 minutes 50 seconds West, 151.98 feet; South 78 degrees 44 minutes 45 seconds West, 98.61 feet; North 53 degrees 50 minutes 23 seconds West, 77.10 feet; South 79 degrees 18 minutes 47 seconds West, 196.48 feet. South 87 degrees 16 minutes 16 seconds West, 82.26 feet, to a point said point being an 18" hackberry tree common to the East-West Connector, Inc. line; thence with the common line North 0 degrees 56 minutes 32 seconds East, 1031.30 feet to the point of beginning, containing 44.379 acres.

All according to a survey prepared by James H. Baker, Kentucky Registered Professional Engineer #6099. Being the same tract of land designated as Lot #4 on a Final Subdivision Plat of the Frankfort Research and Office Park, dated July 20, 1990, and prepared by James H. Baker, located in Cabinet E, Page 93, in the Office of the Franklin County Clerk.

Being a portion of the same land conveyed to the City of Frankfort by Ralph C. Carpenter and Alice H. Carpenter, his wife, by Deed dated September 11, 1989, and recorded in Deed Book 362, Page 256, in the Office of the Franklin County Clerk.

This conveyance is subject to the following easements:

- (1) 20 feet Utility Easement adjacent to the West property line;
- (2) 10 feet Utility Easement adjacent to the North property line and Lot #1;
- (3) 10 feet Utility Easement adjacent to the Northeast property line and Lot #3;
- (4) 75 feet Utility Easement along the East property line belonging to KU Electric Transmission Line adjacent to Lot #5; and
- (5) 10 feet Utility Easement runs along the top of the bluff for A.T. & T. cable.

TO HAVE AND TO HOLD, the above-described property, with improvements and appurtenances thereunto belonging to the Grantee, its successors and assigns in fee simple. The Grantor warrants that it is vested with good and marketable title to the subject property, that its title thereunto is free and unencumbered by any mortgage or other enforceable lien, and that it warrants generally and will defend against all claims to its title thereto.

#### CONSIDERATION CERTIFICATE OF GRANTOR

The City of Frankfort, acting through its Mayor, Houston Wells, hereby certifies that the consideration reflected in this

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Deed of Conveyance as set forth hereinabove is the full consideration paid for the property hereby conveyed.

IN TESTIMONY WHEREOF, the Grantor, City of Frankfort, Kentucky, acting by and through its Mayor, Houston Wells, pursuant to the authority vested in him by City Commission Order #4 dated February 25, 1991, has executed this Deed of Conveyance including the foregoing Consideration Certificate on this the 15<sup>th</sup> day of April, 1991.

GRANTOR:  
CITY OF FRANKFORT

By: Houston Wells  
Houston Wells, Mayor  
City of Frankfort

#### CONSIDERATION CERTIFICATE OF GRANTEE

The undersigned agent of the Commonwealth of Kentucky, Finance and Administration Cabinet, hereby certifies that the consideration reflected in this Deed of Conveyance as set forth hereinabove is the full consideration paid for the property hereby conveyed.

GRANTEE:  
COMMONWEALTH OF KENTUCKY

By: J. L. M. Smith  
John M. Smith  
Name  
NGR. - FINANCE CABINET  
Title

#### CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY )  
                                  ) SS  
COUNTY OF FRANKLIN )

I, the undersigned, certify that the foregoing Deed of Conveyance, including the Consideration Certificate of Grantor, was acknowledged before me by Houston Wells, Mayor of the City of Frankfort, this the 15 day of April, 1991.

J. C. Hannon  
Notary Public, State-at-Large

My Commission expires: 5-13-93

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CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY )  
COUNTY OF FRANKLIN ) SS

I, the undersigned, certify that the foregoing Consideration Certificate of Grantee was acknowledged before me by John M. Smith, (Name), Mr. Finance, (Title), Agent of the Commonwealth of Kentucky, Finance and Administration Cabinet.

A. C. Hoover  
Notary Public, State-at-Large

My Commission expires: 3-13-73

This Instrument Prepared By:

Warren O. Nash, III  
Warren O. Nash, III, Attorney  
Finance and Administration Cabinet  
Room 314, Capitol Annex Building  
Frankfort, Kentucky 40601

STATE OF KENTUCKY }  
COUNTY OF FRANKLIN } SC7.

I, DONALD C. HULETTE CLERK OF SAID  
COUNTY COURT, HEREBY CERTIFY  
THAT THE FOREGOING INSTRUMENT  
HAS BEEN DULY RECORDED Deed  
BOOK 372 PAGE 613 IN MY  
SAID OFFICE. 4-15-71

DONALD C. HULETTE, CLERK  
BY Deed D.C.

# Exhibit L

## Minority Business Enterprise Participation Form

**RETURN THIS FORM FILLED OUT WITH PHASE I SUBMITTAL**

**MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION**

- 1.01 **CERTIFICATION OF MBE:** Any MBE utilized pursuant to this Section shall be certified as an MBE by one of the following: Kentucky Transportation Cabinet or other state Transportation agencies, the Louisville Metropolitan Sewer District, the Kentucky Minority Supplier Development Council or other state Minority Supplier Development Councils, the Kentucky Certification Cooperative, or the Small Business Administration.
- 1.02 **OBLIGATION OF BIDDER/CONTRACTOR:** Bidder/Contractor shall make a good faith effort to meet the MBE contract goal set by the Commonwealth by including MBE's as subcontractors and/or material suppliers on 10% of the total estimated cost of the Contract. The failure to meet the foregoing goal shall not result in disqualification from bidding or being awarded a contract. However, Bidders/Contractors not meeting the MBE goal shall be expected to provide written proof of their good faith efforts. Award of the contract shall be conditioned upon satisfaction of the requirements established by this section. The Bidder/Contractor shall attempt to divide the work in the contract to facilitate use of MBE's (however, there is no requirement that the work be artificially divided or divided in a way that raises the bid price of the Bidder/Contractor).
- 1.03 **PROOF REQUIRED:** Each bidder shall furnish written proof in their bid package that they reached the MBE participation goal for this Contract, or of their good faith efforts to meet the MBE participation goal. A copy of each participating MBE's certification shall accompany the required forms. All submissions shall be subject to verification of the Commonwealth.
- A. Proof that the apparent successful bidder reached the MBE goal shall consist of the following and shall be made on form MB-2-A, attached hereto:
1. The names and addresses of MBE firms that will participate in the contract;
  2. A description of the work each named MBE firm will perform;
  3. The dollar amount of participation by each named MBE firm;
  4. The percentage amount of participation by each named MBE firm;
- B. Proof that the apparent successful bidder made a good faith efforts to meet the MBE participation goal may include the following:
1. Advertisement by the Bidder/Contractor of MBE contracting opportunities associated with this contract in at least one of each of the following periodicals: a periodical in general circulation throughout the Commonwealth, a trade periodical focused on MBE contractors/suppliers in general circulation throughout the Commonwealth, and a minority-focused periodical in general circulation throughout the Commonwealth. The Bidder/Contractor shall include copies of the dated advertisements in his bid package;
  2. Written notice of MBE opportunities in this contract to at least five pertinent MBE's at least seven days prior to the bid opening date. Copies of the written notices shall be included in the bid package;
  3. The Bidder/Contractor's response(s) to those MBE's who requested plans, specifications and/or contracting requirements. Copies of said responses shall be included in the bid package;
  4. Documentation on form MB-2-B of good faith negotiations with at least three MBE's, with no rejection of a qualified MBE without sound reason, including price quotes that are above other subcontractor's price quotes;
  5. Utilization of the Finance and Administration Cabinet's Office of Equal Employment Opportunity and Contract Compliance for referrals to organizations that assist in locating MBE's. Proof of use of such referrals and contacts made as a result thereof shall be included in the bid package.

# **MINORITY BUSINESS AVAILABILITY VERIFICATION**

\_\_\_\_\_ does commit itself that on the following project:

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
PROJECT NAME

\_\_\_\_\_  
BID INVITATION NUMBER

\_\_\_\_\_  
ENGINEERING FILE NUMBER

The Bidder agrees to furnish information required by the Commonwealth of Kentucky to indicate the Minority Business which it intends to utilize. Breach of this commitment constitutes breach of the Bidder's contract if awarded.

NAME OF MINORITY BUSINESS

TELEPHONE

TYPE OF WORK

DOLLAR VALUE

PERCENT

MINORITY CLASSIFICATION

The undersigned shall enter into a formal agreement with the minority business firms for work listed in this schedule conditioned upon execution of a contract with the Commonwealth of Kentucky.

Minority business firms listed above by the Bidder and accepted by the Owner and the Architect/Engineer shall be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner and the Architect/Engineer. The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the Bidder to the commitment herein set forth.

Signature and title of authorized official of the company and the data shall be properly executed on this document or the bid will be deemed nonresponsive.

\_\_\_\_\_  
NAME OF AUTHORIZED OFFICER

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

If you are bidding as a General Contractor on this project i.e. direct bidding and a Minority as defined herein, please provide a copy of your MBE Certification.

Submit with Bid.

(Please copy additional Minority Business Availability Forms as necessary.)

# MINORITY BUSINESS UNAVAILABILITY VERIFICATION

I, \_\_\_\_\_, \_\_\_\_\_ (TITLE)

of \_\_\_\_\_  
(PRIME BIDDER)

certify that on \_\_\_\_\_ I contacted the following minority owned business by: (circle one) Certified Mail, Phone,  
In Person to obtain a bid for work items to be performed on the Contract.

MINORITY	CONTRACTOR	WORK ITEMS SOUGHT	FORM OF BID SUPPORT (I.E., UNIT PRICE, MATERIALS LABOR & LABOR ONLY)

To the best of my knowledge and belief, said minority owned business was unavailable (exclusive of unavailability due to lack of  
agreement on price) for work on this project, or unable to prepare a bid, for the following reason(s):

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

\_\_\_\_\_ was offered an  
(NAME OF MINORITY BUSINESS)

opportunity to bid on the above-identified work on \_\_\_\_\_ by

\_\_\_\_\_  
(SOURCE)

The above statement is a true and accurate account of why I did not submit a bid on this project.

\_\_\_\_\_  
(SIGNATURE OF MINORITY BUSINESS)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

Submit with Bid if Applicable.  
(Please copy additional Minority Business Unavailability Forms as needed.)

# Exhibit M

## Phase II Commonwealth of KY Solicitation Form



# Commonwealth of Kentucky SOLICITATION

TITLE: Frankfort Office Build-to-Suit RFP#082514

## DATE ISSUED

2014-06-16

## SOLICITATION CLOSES

Date: 2014-06-27

Time: 10:30:00

## SOLICITATION NO.

RFP 785 1400000461

I  
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Finance Div of Real Property

A  
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T  
OPlease see the Terms and Conditions  
For Information on where to submit  
Your Bid/Proposal.

PHASE II

V  
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D  
O  
R

Name:

Address:

City, State Zip Code:

Phone #:

Email Address:

Contact Name:

Contact Email:

Vendor Customer (VC) #:

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M  
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T  
T  
O

Name:

Address:

City, State Zip Code:

Phone #:

Email Address:

Contact Name:

Contact Email:

Vendor Customer (VC) #:

## FOR INFORMATION CALL:

Nancy Brownlee  
(502) 782-0358

## ONLINE BIDDING PROHIBITED

Yes

## OWNERSHIP TYPE:

☐ Sole Proprietorship ☐ Partnership ☐ Corporation

SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY

FAILURE TO SIGN SHALL RENDER THE BID INVALID.

Signature X \_\_\_\_\_ FEIN# \_\_\_\_\_ DATE \_\_\_\_\_

All offers subject to all terms and conditions contained in this solicitation.

## Line Items

Line Group: Default						
Line	CL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt

1 Frankfort Office Build to Suit Project  
RFP#082514

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
97100	REAL PROPERTY RENTAL OR LEASE			

**Extended Description**

Build to Suit or Alternatively, a lease-purchase agreement for a state office building with the successful offeror to finance, design, develop, construct, maintain and lease to the Commonwealth an office building accomodating 1300 employees (min of 334,000 gross square feet) and related infrastructure.

B I L L T O	421083	S H I P T O	
	FAC FSS REAL PROPERTIES		
	403 WAPPING STREET		
	BUSH BLDG 3RD FLOOR		
	FRANKFORT KY 40601-2607		
	US		

1400000461	<b>Document Phase</b> Final	<b>Document Description</b> Frankfort Office Build-to-Suit RFP#082514	<b>Page 3</b> of 3
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To access the RFP document, click on the attachments button and download the attachments.

# Exhibit N

## Evaluation Score Sheets

### Phase I and

### Phase II

BUYER	<b>Preview - PHASE I:</b> <input type="checkbox"/> 'Commonwealth of Kentucky Solicitation' for Phase I, filled out and signed <input type="checkbox"/> Transmittal Letter <input type="checkbox"/> Narrative of Design Intent <input type="checkbox"/> Corporate Background and Experience <input type="checkbox"/> Financial <input type="checkbox"/> Affidavit, RFP page 41 <input type="checkbox"/> Violations pursuant to KRS 45A.485, RFP page 43, verified by Labor <input type="checkbox"/> Sworn Statement regarding Campaign Finances, RFP page 45 <input type="checkbox"/> MBE Participation Form, Exhibit L <input type="checkbox"/> Ownership Disclosure Form, Exhibit O <input type="checkbox"/> \$5,000 Proposal Guaranty <input type="checkbox"/> Disclosure of Ownership Interest Form <input type="checkbox"/> Technical Proposal <input type="checkbox"/> Tab A: Transmittal Letter <input type="checkbox"/> Tab B: Project Approach and Required Drawings and Documents <input type="checkbox"/> Financial Data and Benefits to KY (page 36 of RFP) <input type="checkbox"/> Amortization Schedule <input type="checkbox"/> Proof of Bonding ***** EVALUATION SCORE SHEET	
<b>MEMBER SCORE</b>	<b>Phase I -- PROPOSAL FOR SHORTLISTING</b>	<b>MAXIMUM SCORE</b>
	<b>Narrative design</b>	
_____	This section shall clearly and succinctly describe the Offeror's approach to this Project. Issues such as design intent, and coordination with and benefits to the Commonwealth should, at a minimum, be addressed.	10
_____	This section should also identify the composition of Offeror's proposed professional design team. This section shall also identify the 'downstream' team members—the composition of the design team, to include, but not be limited to: architectural firm, engineering firm, and all other subconsultants to be utilized in completing this project.	10
_____	This section should also identify the composition of Offeror's proposed Construction Team. This section shall also identify the 'downstream' team members—the composition of the construction team, to include, but not be limited to: General Contractor, Major Subcontractors, and Special Inspections Firm to be utilized in completing this project.	10
_____	Geographical location of Design/ Construction Team with respect to the project site.	05
_____	<b>Total for Narrative Design and Team Composition</b>	<b>35 Max.</b>
(Total)		
	<b>Corporate Background and Experience</b>	
	The corporate background and experience section shall include from the Offeror:	
_____	Details of the background of the Offeror, date established, ownership (public company, partnership, subsidiary, etc.), company resources, and details of company experience relevant to the proposed project.	20
_____	List, if any, current or past similar construction projects developed/constructed/managed by the company. (Note: if the proposal is submitted by an individual, the same type of information will be required.)	20
	(Should the proposal be submitted by a non-builder, a corporation or business venture formed solely for the purpose of responding to this RFP, the above information shall be submitted for each individual within the said corporation, business venture or partnership)	
_____	<b>Total for Corporate Background and Experience</b>	<b>40 Max.</b>
(Total)		
	<b>Project Approach and Building/Site Design</b>	
	All drawings to be 30" x 42". All specifications shall be on 8.5"x11" bond paper and bound.	
_____	➤ Provide written and graphic description of Offeror's approach to this project.	15
_____	➤ Drawings and Documents to be submitted shall be complete to an approximate schematic design level. The minimum documents to be submitted as a minimum are outlined in the RFP.	15
_____	➤ Overall Quality of the proposed building, meeting the minimum standards outlined in the building design criteria section of this RFP and the minimum requirements of all applicable building codes and ordinances.	15
_____	➤ Betterments to the minimum standards of the design criteria of this RFP and the minimum requirements of all applicable building codes and ordinances as viewed from a value added perspective to the benefit of the Commonwealth.	30
_____	<b>Total Project Approach and Building/Site Design</b>	<b>Max 75</b>
(Total)		
_____	<b>TOTAL PHASE I SELECTION COMMITTEE SCORING</b>	<b>Max 150</b>
(Total)		(Total)

OFM	Financial	MAXIMUM SCORE
	Offerors must provide evidence that the completion of its proposed project (including design and construction) will be financially viable to its organization or team. The Offeror shall provide:	
_____	1. An audited financial statement for each of the last three years must be provided for the applicable legal entity submitting a proposal. This statement should, at a minimum, list all assets and liabilities and be certified by a registered certified public accountant who is not an officer of the company or individual submitting the proposal. Offeror should also include a statement of changes of financial position of the business entity within the last three- (3) years. If the Offeror is a new entity incorporated for the purposes of operation of this project, then Offeror must provide individual income tax records and financial statements for all owners and/or general partners with more than twenty percent- (20%) interest, for each of the last three (3) years.	10
_____	2. A current (unaudited) financial statement.	10
_____	3. Bank references for the company shall be provided including name, address, and current telephone number of the given financial institution. This should include a signed authorization for release of financial information from each bank listed.	10
_____	4. Projected design, development costs, and explained contingencies must be detailed.	10
_____	5. A description of the proposed financing plan including, but not limited to, source of credit, terms of credit and repayment schedule. Source of credit will identify credit for construction as well as long term financing of structures.	10
_____	Total for Financial	Max 50
(Total)	TOTAL PROPOSAL SCORING FROM COMMITTEE AND OFM	(Total)
		Max 200*
(Total)		(Total)
OFM/ BUYER	Financial Data and Benefits to Kentucky (page 36 of RFP) TO BE SCORED BY OFM/ BUYER *** (Also Carried Forward to Phase II)	Max 200***
(Total)	TOTAL PHASE I SCORING OFM/BUYER AND SELECTION COMMITTEE	Max 400
	*****	
(Total)	Phase II - Oral Presentation (Scores for Phase II are separate from scores from Phase One that was used for shortlisting of firms.)	
BUYER	<input type="checkbox"/> 'Commonwealth of Kentucky Solicitation' for Phase II, filled out and signed <input type="checkbox"/> Transmittal Letter <input type="checkbox"/> Team Composition and Experience as a team <input type="checkbox"/> Aesthetic Design Presentation Graphics <input type="checkbox"/> Project Approach to Design/ Construction <input type="checkbox"/> Project Schedule	
_____	➤ Overall Quality of Team (Developer/ Professional Design Team/ Construction Team) Developer to provide Organizational chart and resumes of key personnel.	25
_____	➤ Aesthetic Design of Building (Renderings and other graphical information presented at Oral Presentation.	25
_____	➤ Approach to Design/ Construction of Project, including schedule management, staging, coordination of trades, quality assurance.	25
_____	➤ Project Schedule and its benefits to the Commonwealth, including but not limited to sequencing of work, coordination of trades, duration of trade tasks, provision for "float", and time until "Substantial Completion" of project.	25
_____	➤ Qualities identified during Oral Presentations not previously scored.	25
(Total)	TOTAL PHASE II SELECTION COMMITTEE SCORING	125 Max
OFM/ BUYER	Financial Data and Benefits to Kentucky (page 36 of RFP) TO BE SCORED BY OFM/ BUYER *** (Also Carried Forward to Phase II)	Max 200***
(Total)	TOTAL PHASE I SCORING OFM/BUYER AND SELECTION COMMITTEE	Max 325
	SIGNED: _____ DATE: _____	

\* Phase I Committee scoring is factored in with scoring from pricing to determine the three shortlisted firms. Once the shortlist process is complete, the pricing scores are carried forward to Phase II selection process, but the Phase I committee scoring is not carried forward.

\*\*The Offerors' financial information [evidence that the completion of its proposed project (including design and construction) will be financially viable to its organization or team] will be reviewed by the Office of Financial Management, within the Finance and Administration Cabinet for a score by that office of up to 50 points.

\*\*\* The Offeror, whose proposal offers the lowest net present value, will be awarded 200 points. This score will be calculated by the Commonwealth Buyer. The offeror with the next lowest net present value will be awarded points as in the example below:

(Example only):

Lowest NPV: \$90 = 200 points

Next Lowest NPV: \$100 =  $\$90/\$100 \times 200$  points = 180 points (rounded)

Next Lowest NPV: \$110 =  $\$90/\$110 \times 200$  points = 164 points (rounded)

#### EVALUATION PROCESS

The evaluation process will consist of the following steps:

1. Pre-evaluation of each proposal by the Division of Real Properties.
2. Evaluation of each proposal by the Frankfort Office Building RFP selection committee; Each Committee Member will score each criteria and indicate a total score. The total individual score from each selection committee member is added to the individual scores by the other selection committee members and the score for the firm is averaged and that average is the score evaluated with the price score to determine the shortlisted firms.
3. Ranking of proposals; identifying and/or determining whether a single proposal is responsive to the RFP criteria.
4. Financial Data and Benefits to Kentucky (page 36 of RFP) shall be scored separately by the Commonwealth Buyer. The Frankfort Office Building RFP selection committee will not review/evaluate this portion of the Offeror's proposal.
5. OFM Evaluation of cost proposal, TO BE SCORED BY OFFICE OF FINANCIAL MANAGEMENT, WITHIN FINANCE AND ADMINISTRATION CABINET. Each of the financial options indicated are evaluated and calculated into a Present Value of Money (PVM) score. These PVM scores are then used to determine the scoring for each offer. The three firms with the highest cumulative score of PVM score and Selection Committee Phase I score are shortlisted. Where a firm has more than one offer within the first three highest cumulative scores, it will be only one of the three firms shortlisted.
6. After the Shortlisting of three firms. The Scoring for the ranking in order to determine the shortlisted firms is not carried forward.
7. When the Frankfort Office Building RFP Selection Committee convenes for the Oral Presentations, the OFM Evaluation information is provided to the Committee for their reference and use in conducting the Oral Presentations and scoring. The OFM Evaluation information is not a part of the Phase II selection committee scoring.
8. Once the Phase II selection committee scoring is completed. Each Committee Member will have scored each criteria and indicated a total score. The total individual score from each selection committee member is added to the individual scores by the other selection committee members and the score for the firm is averaged and that average is the score evaluated with the PVM score and the Financial Data score to determine the successful firm.

# Exhibit O

## Disclosure of Ownership Form



## OWNERSHIP DISCLOSURE STATEMENT

- I. Please list below all persons that have an ownership interest in this property leased by the Commonwealth. If the property owner is a corporation, business trust, or partnership (per KRS 56:809), list the name of the corporation, business trust, or partnership and then list all persons having five percent (5%) or more ownership interest in such entities to include silent or limited partners. The lessor furthermore agrees to notify the Commonwealth of all persons involved in any change or transfer of ownership of five percent (5%) or more to include silent or limited partners. Non-compliance may result in termination of the lease agreement.

Identify Lessor as:

- ☐ Individual      ☐ Sole Proprietorship      ☐ Partnership/Joint Venture      ☐ Estate  
☐ Corporation      ☐ Public Service Corp.      ☐ Government/Non Profit Agency

Identify Social Security Number or Federal ID Number for Lessor: \_\_\_\_\_

<u>Name</u>	<u>Home Address</u>	<u>Social Security Number</u>	<u>% of Ownership</u>
-------------	---------------------	-------------------------------	-----------------------


(if more space is needed, please attach separate sheet)

- II. Are there any of the owners of this lease, listed heretofore, and/or their immediate relatives (Father, Mother, Sister, Brother, Son, Daughter, Spouse) an officer or employee of any state agency, board, commission, etc..?

☐ YES      ☐ NO      If yes, please list:

<u>Owner</u>	<u>Full Name of Relative &amp; Social Security Number</u>	<u>Agency, Board or Commission</u>	<u>Title</u>
--------------	---	------------------------------------	--------------


(if more space is needed, please attach separate sheet)

- III. We are submitting the information requested and certify it to be accurate:

AUTHORIZED AGENT OF THE LESSOR: \_\_\_\_\_

TITLE: \_\_\_\_\_ TYPED NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

DAYTIME TELEPHONE: \_\_\_\_\_

\*\* NOTARY: \_\_\_\_\_ NOTARIZED THIS DATE: \_\_\_\_\_

COMMISSION EXPIRES: \_\_\_\_\_ COUNTY OF: \_\_\_\_\_

Did you fill out all the blanks? Please recheck.  
\*\* Form notarized with SEAL?